

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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THEODORE KING and GARY LA BARBERA,  
Et al.,

Index No. CV-04-4564 (ARR)

Plaintiffs,  
-against-

A &amp; J CRANE SERVICE INC.

Defendant.

**STIPULATION OF  
SETTLEMENT****COURTESY COPY**

X

IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, attorneys of record for the Plaintiffs and the Defendant, that the above captioned action is settled as follows:

1. The parties agree that the claims being settled are as follows: 1) audit 04-0489-R1 covering the period of August 28, 2002 through December 31, 2003 and the related delinquency charges; 2) audit 04-0490-R2 covering the period of August 28, 2002 through December 31, 2003 and the related delinquency charges and 3) claims for failure to timely report contributions for the periods of December 2003, January and April 2004. The only claims which are governed by this stipulation of settlement are the specific claims set forth above.

2. In payment of the settlement amounts set forth in paragraph "1" above, and in no way affecting or reducing Defendants obligation to pay current contributions, Defendants agree that it will pay the sum of \$15,939.95, to be paid as follows: 1) the sum of \$7,434.15 no later than August 15, 2005, and 2) the balance of \$8,505.80 no later than October 15, 2005.

3. The Defendant agrees that it will keep current in reporting and paying all contributions to the Building Fund and Dues Check Off.
4. Defendant agrees that it will keep current in submitting their reports and payments to the Plaintiff Funds, which may become due and owing .
5. In the event Defendant fail to make the payment required under paragraph 2 of the Stipulation, or if any check presented in payment of an amount set forth in paragraph 2 of this Stipulation is returned unpaid, then Plaintiffs may enter Judgment for the amounts set forth in the complaint, including a Permanent Injunction as prayed for in the complaint. Defendant shall be entitled to credit for any payments actually made pursuant to paragraph 2 above
6. Defendant shall have the right to prepay the amounts set forth in paragraph 2.
7. All payments pursuant to paragraph 2 shall be made payable to "Local 282 Welfare Trust Funds" and shall be delivered to Avram H. Schreiber, Esq. attorney for Plaintiffs, 40 Exchange Place, Suite 1300, New York, New York 10005. **If mailed, the payments must be mailed in such a fashion that they will be received on or before the due date.**
8. Upon the timely payment of the settlement amount and Defendant not being in default of any other term of this stipulation, the Stipulations of Discontinuance annexed hereto as Exhibit "A", which has been reviewed and approved by the parties, shall be filed with the court.
9. Defendant hereby consents to the jurisdiction of the court.
10. This Stipulation is subject to the approval of the Plaintiffs.
11. This Court shall retain jurisdiction for the purpose of enforcement of the terms of the Stipulation.
12. For the purposes of this stipulation, facsimile signatures may be deemed as originals.

08-05-2005

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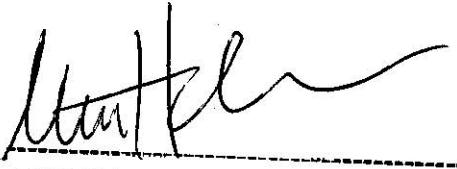
From-AVRAM H SCHREIBER ESQ

212 425 9237

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Dated: New York, New York  
, 2005

~~AS~~  
ALAN R. BARR, ESQ.  
(AB- )  
Attorney for Defendant  
57 East Main Street  
Patchouge, New York 11772

  
AVRAM H. SCHREIBER, ESQ.  
(AS-2860)  
Attorney for Plaintiffs  
40 Exchange Place, Suite 1300  
New York, New York 10005

SO ORDERED:

  
ALLYNE R. ROSS, U.S.D.J.

9/20/05